

EXHIBIT A

Document received on 8/17/18 11:27 AM Document accepted on 08/17/2018 13:19:26 # 4344568/170431045464

SUMMONS - SC/SR

3312 (Rev. 07/08)

AFFIDAVIT

_____, being first duly sworn upon oath says that the last known mailing address of
 _____ defendant, is _____

and the last known address of _____ defendant, is _____

Signed and Sworn before me

 Date

 Notary Public or Circuit Clerk

 Signature of Plaintiff or Attorney for Plaintiff

SHERIFF'S RETURN

I certify that I served this document on defendant(s) as follows:

☐ (a) Individual defendants - **personal**:

By leaving a copy and a copy of the complaint with each individual defendant personally

☐ (b) Individual defendants - **abode**:

By leaving a copy and a copy of the complaint at the usual place of abode of each individual defendant with a person of his/her family, of the age of 13 years or upwards, informing the person of the contents and also by sending a copy of the summons in a sealed envelope with postage fully prepaid, addressed to each individual defendant at his usual place of abode.

☐ (c) Corporation defendants:

By leaving a copy and a copy of the complaint with the registered agent, officer or agent of each defendant corporation.

☐ (d) Other services:

☐ (e) Unable to serve:

By _____ Badge No. _____

Name of Defendant _____

Name of Person
 summons given to _____

Sex _____ Race _____ Approx. age _____

Place of service _____

City, State _____

Date of service _____ Time _____

Date of Mailing _____

Special Process Server of _____

Name of Defendant _____

Name of Person
 summons given to _____

Sex _____ Race _____ Approx. age _____

Place of service _____

City, State _____

Date of service _____ Time _____

Date of Mailing _____

Sheriff of _____ County

Illinois License # _____

By _____

CHRIS KACHIROUBAS, CLERK OF THE 18th JUDICIAL CIRCUIT COURT ©
 WHEATON, ILLINOIS 60187-0707

Chris Kachiroubas
e-Filed in the 18th Judicial Circuit Court
***** DuPage County *****
TRAN#: 170431045464/(4344568)
2018AR001217
FILEDATE : 08/17/2018
Date Submitted : 08/17/2018 11:27 AM
Date Accepted : 08/17/2018 01:16 PM
SURGES, KELLY
DIL 03/14/19 2018 9AM

IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL DISTRICT
DUPAGE COUNTY, ILLINOIS

Velocity Investments, LLC,
Plaintiff,

Case No. 2018AR001217

v.

Amount Claimed \$34,541.81
plus Costs

HANI ALI
Defendant,

Return Date

Complaint

NOW comes Plaintiff, Velocity Investments, LLC by and through its counsel, Mandarin Law Group, LLP, and in support of its claim against HANI ALI states as follows:

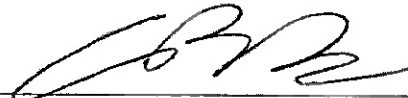
1. That Plaintiff, Velocity Investments, LLC is a foreign LLC registered to conduct business in the State of Illinois.
2. That Defendant HANI ALI is an individual believed to be a resident of Dupage County, Illinois at the commencement of this cause and venue is proper in the Circuit Court of Dupage County, Illinois.
3. That on or about February 16, 2016, Defendant entered into a Consumer Loan Agreement "Agreement" with WebBank designated by account number XXXX1329.
4. That Defendant received and used (or authorized the use of) the loan and thus became obligated to pay for charges incurred.
5. That Defendant defaulted on his/her obligation to make payments on the Consumer Loan account and the account was subsequently charged off to Profit and Loss by WebBank resulting in the balance due Plaintiff of \$34,541.81.
6. That Plaintiff, Velocity Investments, LLC became owner of the charged off account by virtue of a purchase entered into by Plaintiff and its predecessor(s) in interest.
7. That all credits and payments have been properly applied. Defendant is not entitled to any additional credits or set offs on the account of any kind and the balance set forth herein is currently due and owing.
8. That demand has been made on Defendant to pay the balance due and owing by Plaintiff's counsel and said demand for payment has been refused.

This communication is from a debt collector and is an attempt to collect a debt.



WHEREFORE, Plaintiff, Velocity Investments, LLC prays that this Honorable Court enter an Order granting the following relief:

- A. That judgment be entered in favor of Plaintiff, Velocity Investments, LLC and against HANI ALI in the amount of \$34,541.81.
- B. That Costs of Suit be awarded Plaintiff.
- C. Any further relief that this Honorable Court deems is fair and equitable.



Attorneys For Plaintiff

Attorney No.: 312708
Mandarich Law Group, LLP
420 N. Wabash Ave, Suite 400
Chicago, IL 60611
877.285.4918
Email: Illinois@mandarichlaw.com

This communication is from a debt collector and is an attempt to collect a debt.

AFFIDAVIT OF CLAIM

STATE OF NEW JERSEY

)

):ss.

COUNTY OF MONMOUTH

)

I, Matthew DiPaolo, being first duly sworn on oath or upon affirmation, depose and state that I am the authorized agent and a custodian of record of Velocity Investments, LLC the Plaintiff in the case captioned Velocity Investments, LLC v. HANI ALI in the Circuit Court of DUPAGE County, Illinois that I am of legal age with full authority to make the statements contained herein, that I declare under penalty of perjury under the laws of the State of Illinois that the following is true and correct, and if called as a witness I could competently testify to the matters stated herein as follows:

1. I have reviewed the books and records of Plaintiff and am familiar with the account of HANI ALI (the "Defendant"). Velocity Investments, LLC's books and records contain account records and information of the account referenced below provided to Velocity Investments, LLC by the Original Creditor, WebBank, or its assignee. The records are kept in the ordinary course of a regularly conducted business activity and are made either by a person with knowledge of the information contained therein or based on information conveyed by a person with knowledge of the information contained therein.

2. The business records furnished to Plaintiff by LendingClub Corporation show that Defendant opened a Consumer Loan account with WebBank ("Original Creditor") bearing account number XXXX1329 (the "Account") which was concurrently serviced by LendingClub Corporation.

3. The Exhibits attached to the Complaint and this Affidavit is a true and accurate copy, which was kept in the ordinary course of business and reflects Defendant's obligation to pay the Account.

4. The Defendant defaulted in his/her payments to the Original Creditor.

5. For good and valuable consideration, Plaintiff purchased the Account from the Original Creditor or its assignee and Plaintiff is the current creditor of the Account that is the subject of this litigation as evidenced by the Bill of Sale attached as an exhibit to Plaintiff's complaint.



MH003605

6. All credits and payments have been properly applied, Defendant is not entitled to any additional credits or offsets on the account of any kind, and the balance as set forth herein is currently due and owing.

7. As of 06/25/2018 there is due and payable from the Defendant the sum of \$34,541.81.

Further Affiant sayeth not.

Dated this 25th day of June, 2018.

Velocity Investments, LLC

By: 

Print Name: Matthew DiPoalo

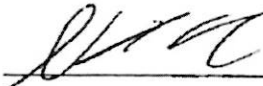
Title: Authorized Agent and Custodian of Records

ACKNOWLEDGMENT

State of New Jersey

County of Monmouth

The foregoing instrument was acknowledged before me this 6/25/18 by Matthew DiPoalo, Authorized Agent and Custodian of Records of Velocity Investments, LLC, a New Jersey limited liability company, on behalf of the limited liability company.



Notary Public

My commission expires: _____

NINA HELEN REILLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 2, 2019

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EXHIBIT II**BILL OF SALE**

For value received and in further consideration of the mutual covenants and conditions set forth in the Account Purchase Agreement (the "Agreement") dated December 30, 2016, by and between Velocity Investments, LLC ("Buyer"), LendingClub Corporation and any additional sellers joined pursuant to the Joinder Agreement attached to the Agreement as Exhibit X (each, a "Seller"), the Seller(s) named below hereby transfer(s), sell(s), conveys(s), grant(s), and deliver(s) to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Account Schedule attached hereto as Exhibit I delivered by Seller(s) to Buyer on the Closing Date, and as further described in the Agreement.

Lot Number: Lot 1214

Total Unpaid Balance: -

Number of Accounts: 4,242

DATED: December 30, 2016

SELLER: LENDINGCLUB CORPORATION

By: Russ Elmer
B9FE6B1A19B04F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: LC Trust I

By: Russ Elmer
B9FE6B1A19B04F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: ACL Consumer Loan Trust III

By: LENDINGCLUB CORPORATION, as

attorney-in-fact
By: Russ Elmer
B9FE6B1A19B04F1

Name (print): Russ Elmer

Title: General Counsel

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DocuSign Envelope ID: FA1ADAD9-C360-496A-A1AD-446157A13C0E

SELLER: ACL Consumer Loan Trust IV

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

Name (print): Russ Elmer

Title: General Counsel

SELLER: ACL Consumer Loan Trust VI

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

Name (print): Russ Elmer

Title: General Counsel

SELLER: Banco Popular de Puerto Rico

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

Name (print): Russ Elmer

Title: General Counsel

SELLER: Banco Popular North America

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

Name (print): Russ Elmer

Title: General Counsel

SELLER: BankNewport

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

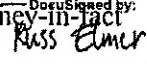
Name (print): Russ Elmer

Title: General Counsel

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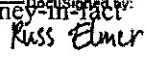
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SELLER: CHC Diversified Direct Credit Fund LP – Series A

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE681A19604F1

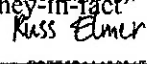
Name (print): Russ Elmer
Title: General Counsel

SELLER: Cirrix Capital II LLC

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE681A19604F1


Name (print): Russ Elmer
Title: General Counsel

SELLER: Club Hill Credit Fund SPV I LLC

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE681A19604F1

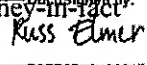
Name (print): Russ Elmer
Title: General Counsel

SELLER: CoastalStates Bank

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE681A19604F1

Name (print): Russ Elmer
Title: General Counsel

SELLER: Congressional Bank

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE681A19604F1

Name (print): Russ Elmer
Title: General Counsel

NLEXPSA2014ver1 DOC

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SELLER: Consumer Lending Receivables Trust 2016-A

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

BSFE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Consumer Lending Receivables Trust 2016-B

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

BSFE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: CIVILC Grantor Trust I

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

BSFE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Direct Lending Investment – DL3

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

BSFE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Direct Lending Investment SA RL

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

BSFE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

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SELLER: Eaglewood Consumer Loan Trust 2013-1

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B3FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Eaglewood Consumer Loan Trust 2014-1

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B3FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Eaglewood Warehouse Trust I

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B3FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Echelon Capital Fund, LP

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B3FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Echelon Capital Loan Funding, LP

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B3FE6B1A19804F1

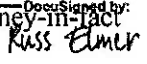
Name (print): Russ Elmer

Title: General Counsel

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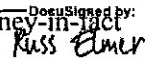
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SELLER: Echelon Capital Strategies, LP

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE6B1A19B04F1

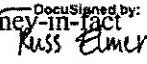
Name (print): Russ Elmer
Title: General Counsel

SELLER: Echelon Diversified Fund, LP

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE6B1A19B04F1

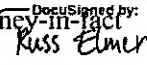
Name (print): Russ Elmer
Title: General Counsel

SELLER: Echelon Special Opportunities Fund, LP

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE6B1A19B04F1


Name (print): Russ Elmer
Title: General Counsel

SELLER: Emerald Direct Lending Institutional Series Fund LP

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE6B1A19B04F1

Name (print): Russ Elmer
Title: General Counsel

SELLER: EW-LC Trust

By: LENDINGCLUB CORPORATION, as
attorney-in-fact
By: 
B9FE6B1A19B04F1

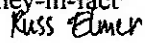
Name (print): Russ Elmer
Title: General Counsel

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SELLER: GLC II Trust 2013-1

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

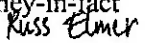
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B9FE6B1A19804F1...

Name (print): Russ Elmer

Title: General Counsel

SELLER: GLC II Trust 2014-1

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

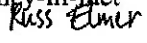
By: 
B9FE6B1A19804F1...

Name (print): Russ Elmer

Title: General Counsel

SELLER: Golden Caps Trust

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

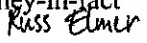
By: 
B9FE6B1A19804F1...

Name (print): Russ Elmer

Title: General Counsel

SELLER: HCG Consumer Credit II Trust

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

By: 
B9FE6B1A19804F1...

Name (print): Russ Elmer

Title: General Counsel

SELLER: IBI Consumer Credit, LP

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

By: 
B9FE6B1A19804F1...

Name (print): Russ Elmer

Title: General Counsel

NLEXPSA2014ver1 DOC

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SELLER: Incline Fund II, Ltd.

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

DocuSigned by:
Russ Elmer

By:

89FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Insikt Acquisition LLC

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

DocuSigned by:
Russ Elmer

By:

89FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: INSOUTH BANK

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

DocuSigned by:
Russ Elmer

By:

89FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Javlin Six LLC

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

DocuSigned by:
Russ Elmer

By:

89FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: JLCL

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

DocuSigned by:
Russ Elmer

By:

89FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

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SELLER: Keady Bank

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Mainstreet Bank

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: NBT Bank, National Association

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Nexlend Whole Loan SPV I LLC

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: ODYF CL LLC

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

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SELLER: Peach State Bank & Trust

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Presidential Bank

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Promeleti LLC

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: QPL-LC II Trust

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: QPL-LC Trust

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: Russ Elmer

B9FE6B1A19804F1

Name (print): Russ Elmer

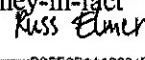
Title: General Counsel

NLEXPSA2014ver1 DOC

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SELLER: Rancho Santa Fe Thrift & Loan Association

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

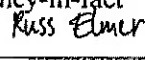
By: 
B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Republic Bank & Trust Company

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

By: 
B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Riverview MP Fund, L.P.

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

By: 
B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: Santander Consumer USA, Inc.

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

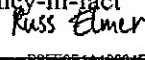
By: 
B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

SELLER: The First National Bank of
Eagle Lake

By: LENDINGCLUB CORPORATION, as
attorney-in-fact

By: 
B9FE6B1A19804F1

Name (print): Russ Elmer

Title: General Counsel

NLENPSA2014ver1.DOC

DocuSign Envelope ID: FA1ADAD9-C360-495A-A1AD-446157A13C0E

SELLER: Union Bank & Trust

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: 
B9FE6B1A19004F1

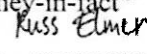
Name (print): Russ Elmer

Title: General Counsel

SELLER: Virginia Commonwealth Bank

By: LENDINGCLUB CORPORATION, as

attorney-in-fact

By: 
B9FE6B1A19004F1

Name (print): Russ Elmer

Title: General Counsel

NLEXPSA2014ver1.DOC

CERTIFICATE OF LOAN SALE

WebBank, a Utah-chartered industrial bank located in Salt Lake City, Utah ("Transferor"), hereby certifies that:

1. Transferor originates loans that are serviced by LendingClub Corporation ("Transferee").
2. Each of the loans identified by loan number on the attached Exhibit A (each, a "Loan") was originated by WebBank.
3. On or about the respective "[Sale Date]" set forth on Exhibit A, Transferor transferred or otherwise conveyed to Transferee each Loan identified on Exhibit A.
3. Transferor conveyed to Transferee all of Transferor's right, title and interest in each Loan subject to no prior security interest in favor of any other creditor of Transferor.
4. Transferee was the servicer of each Loan from the origination of the Loan to the sale by Transferor to Transferee. In its role as servicer of the Loan, during the period Transferor owned the Loan, Transferee kept and maintained business records on behalf of WebBank in the regular course of business.

WEBBANK

By: Kelly M. Barnett

Name: Kelly M. Barnett

Title: President

Date: 1/4/17

DCI 4757691v.2



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Borrower Documents and Information

Loan Id

Enter a new Loan ID

Current Loan Id: [REDACTED]1329

Contact Information

Full Real Name

HANI ALI

Screen Name

Member_[REDACTED]5066

Email

[REDACTED]

Address

9011 SKYLINE DR

BURR RIDGE , IL 60527

Home Phone

[REDACTED]

Loan Issue Date

- Loan Issued on: 2/16/16 3:43 AM

Breakdown of Loan

Principal Balance (Principle remaining to be paid):

Principal paid to date:

Total amount paid to date:

Loan Documents

- Loan Agreement
- * I have read and agree to the Loan Agreement
- Borrower Membership Agreement
- * I have read and agree to the Borrower Agreement
- Truth in Lending Disclosure (Estimated)
- Truth in Lending Disclosure (Final)
- Credit Score Notice
- * I have received my credit score notice

Document that were signed to join LendingClub

- Terms of Use and Consent to Electronic Transactions and Disclosures
- * I agree to the Terms of Use and Consent to Electronic Transactions and Disclosures

Documents that were signed to request a loan.

- Credit Profile Authorization
- * I have read and agree to the Credit Profile Authorization. I understand that no credit data is actually transferred to Lending Club, and that this process will not impact my credit score.
- Bank Account Verification & Debit Authorization
- * I have read and agree to the terms of the Bank Account Verification

Financial Innovation

A unique and creative way to get a loan that boasts lower interest rates than most banks and credit card companies.



See what others are saying about us

Featured Borrower



- Dan
- Jacksonville, FL
- Major Purchase
- \$10,000 at 14.57% APR

"My loan was 100% funded within 12 hours, and I had funds in my account within 4 days. It was ridiculously fast..."

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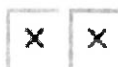
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Loan Agreement

The following terms, together with your loan request on the Site, as defined herein, constitute a binding agreement (the "Agreement") between you (you and your to mean each and every borrower who executes this Agreement and related Note(s)) and WebBank, a Utah-chartered industrial bank ("WBK," "we," or "us"). **BY ELECTRONICALLY SIGNING THE AGREEMENT, YOU HAVE SIGNIFIED YOUR AGREEMENT TO THESE TERMS.** Under this Agreement, you agree to receive and repay one or more installment loans from us, through the website lending platform at www.Lendingclub.com, including any subdomains thereof (the "Site") operated by LendingClub Corporation, a Delaware corporation ("LendingClub"). These terms affect your rights and you should read them carefully and print a copy for your records. Your agreement to these terms means you agree to borrow and repay the money if your loan is funded under the terms of this Agreement, consent to our privacy policy, agree to transact with us electronically, and agree to have any dispute with us resolved by binding arbitration.

1. Loan Terms. Your loan will have a principal balance in the amount set forth in the disclosure provided to you. (see the disclosures at <http://www.lendingclub.com/account/truthInLending.action>). You agree and acknowledge that the initial loan disclosures made to you are estimates (other than APR) and may be less than the initially requested amounts. All loans are unsecured, fully-amortizing, closed-end loans with either a three (3)-year or five (5)-year term, unless otherwise stated. Please see your Borrower Membership Agreement and other information provided to you in connection with registering your loan request on the Site for additional details. Your obligations, including your obligation to repay principal and interest, are set forth in this Agreement and in the Note or Notes that you will make to us, as described in section 3 below.

2. Credit Decisions. Your loan request must include your annual income and such other information as we may obtain through the Site. We will consider public assistance, alimony, child support, or separate maintenance income as income if you choose to include such sources of income in your application and such income is likely to continue. We reserve the right to verify any information you submit by requiring you to produce appropriate documentation or other proof, and also reserve the right to conduct such verification through a third party. You hereby authorize us to request and obtain data from a third party to verify any information you provide to us in connection with your loan request. We may terminate consideration of your application at any time in our sole discretion.

3. Loan Funding and Closing. You may post a loan request on the Site, and LendingClub investors ("Investors") will be able to review your loan request. Investors may commit funds to purchase, in various amounts, Member Payment Dependent Notes ("MPDNs") that LendingClub may issue to Investors who commit funds for your loan request. You acknowledge that an Investor's commitment to purchase a MPDN corresponding to all or a portion of your loan from us does not confer any rights to you. Investors may also choose to purchase your loan directly from either WBK or LendingClub. You understand that Investors make their own decisions whether to commit funds for your loan. Finally, LendingClub may also choose to commit funds for all or part of your loan request but is not obligated to do so. However, we do not warrant or guarantee that your loan request will be funded or that you will receive a loan as a result of posting your request.

We may elect in our sole discretion to give you a partial funding option, if necessary, which means your loan will be funded if it receives commitments totaling less than the full amount of your requested loan (subject to the loan size minimum).

If your loan is going to be issued either for the full amount of your listed loan or as a result of any partial funding option available to you, your loan will close and issue within fourteen (14) days following the posting of your loan request, unless you notify us in writing of your election to terminate your loan request sufficiently far in advance of the loan closing for us to cancel the loan.

Funding of your loan request might be available before the expiration of the 14-day period set forth above. In no event, will we be obligated to notify you of the date upon which your loan may or will fund.

If we extend a loan to you, you agree to execute by power of attorney as described below, and be bound by the terms set forth in, the form of promissory note attached as **Exhibit A** (the "Note") as to your loan. You agree to execute multiple Notes if we request you do so, provided that the aggregate principal amounts of such Notes shall equal the total amount of your loan. LendingClub will execute your Note(s) on your behalf pursuant to a power of attorney you grant to LendingClub when registering your loan request. You authorize us to disburse the loan proceeds by Automated Clearing House ("ACH") transfer to your designated account or on your behalf to your selected designee. Following our disbursement of the loan proceeds as set forth above, we will assign the Note(s) and your loan to LendingClub.

BY COMPLETING YOUR APPLICATION AND SUBMITTING YOUR LOAN REQUEST, YOU ARE COMMITTING TO OBTAIN A LOAN FROM US IN THE AMOUNT AND ON THE TERMS SET FORTH IN YOUR AGREEMENTS WITH WBK (OR ITS ASSIGNEES) AND THE DISCLOSURES PROVIDED TO YOU IN CONNECTION WITH YOUR REQUEST, SHOULD YOUR REQUEST BE FUNDED. YOU HAVE NO RIGHT TO RESCIND THE LOAN ONCE MADE BUT YOU MAY PREPAY THE LOAN AT ANY TIME WITHOUT PENALTY. We will not lend you any funds unless and until sufficient commitments are received from Investors and/or LendingClub.

4. Making Your Loan Payments. You authorize us and our successors and assigns to debit your designated account by ACH transfer for the amount of each payment due on each due date. Alternatively, you may elect to

make payments by personal check by contacting support@lendingclub.com or by regular mail to the Lock Box below. If you elect to make payments by check, you acknowledge and agree that there will be a \$7 check processing fee per payment, subject to applicable law. If you elect to make payments by check, you must send the check either by regular mail or by overnight mail or UPS delivery to Wells Fargo Lock Box Services, Dept #34268, 3440 Walnut Ave, Window H, Fremont, CA 94538. This authorization does not affect your obligation to pay when due all amounts payable on your loan, whether or not there are sufficient funds in such accounts. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff we may have. With regard to payments made by automatic withdrawal, you have the right to stop payment of automatic withdrawals or revoke your prior authorization for automatic withdrawals by notifying your financial institution at least three (3) banking days before the scheduled date of transfer. You must notify us of the exercise of your right to stop a payment or revoke your authorization for automatic withdrawals at least three (3) banking days before the scheduled date of transfer. All payments are to be applied first to the payment of all fees, expenses and other amounts due (excluding principal and interest), then to accrued interest, and the balance on account of outstanding principal; provided, however, that after an Event of Default (as defined below), payments will be applied to your obligations as we determine in our sole discretion.

5. Other Borrower Obligations. You agree that you (A) are a US citizen, permanent resident or Non-Permanent Resident Alien in the US on a valid long term visa and (B) will not, in connection with your loan request: (i) make any false, misleading or deceptive statements or omissions of fact in your listing, including but not limited to your loan description; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from any LendingClub member or other person any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; (v) provide, in your loan request or in communications on the Site related to your loan request, information upon which a discriminatory lending decision may be made, such as your race, color, religion, national origin, sex, marital status, age, any exercise of your consumer rights or the existence of alimony, child support, or separate income (unless you have included such income in your application to be considered for loan qualification) or (vi) use any of the loan proceeds to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board (see Section 472 of 20 U.S.C. 1087II

http://www.law.cornell.edu/uscode/search/display.html?terms=1087II&url=/uscode/html/uscode20/usc_sec_20_0000-1l000-.html for a complete list). You acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. You certify that the proceeds of the loan will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity.

6. Fees. If your loan request results in an issued loan, you may be obligated to pay a non-refundable origination fee to the lender issuing your loan. The amount of any fee is stated in the disclosures provided to you and are available for your review in your online member account. No amount of the finally determined fee is refundable. This fee will be deducted from your loan proceeds. If fee is deducted from your loan proceeds the loan proceeds delivered to you will be less than the full amount of your issued loan. Additionally, if the fee is deducted from your loan proceeds, you acknowledge that the origination fee will be considered part of the principal on your loan and is subject to the accrual of interest. You acknowledge that the origination fee will be considered part of the principal on your loan and is subject to the accrual of interest. You agree to pay a fee of \$15, to the extent permitted by applicable law, if ACH transfers or checks are returned or fail due to insufficient funds in your account or for any other reason. We may attempt to process your transaction up to two additional times and each attempt to collect a payment is considered a separate transaction, so an unsuccessful payment fee will be assessed for each failed attempt. The bank that holds your designated account may assess its own fee in addition to the fee we assess. If Borrower's payment is more than 15 days late, Lender may charge a late fee in an amount the greater of 5% of the outstanding payment or \$15, to the extent permitted by applicable law. We will charge only one late fee on each late payment. These fees may be collected

using ACH transfers initiated by us from your designated account. Any such late fee assessed is immediately due and payable. Any payment received after 3:00 P.M., Mountain time, on a banking day is deemed received on the next succeeding banking day.

7. Default and Termination. You will be deemed in default on your loan (each, an "Event of Default") if you: (1) fail to pay timely any amount due on your loan; (2) file or have instituted against you any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (3) commit fraud or make any material misrepresentation in this Agreement, the Note(s), or any other documents, applications or related materials delivered to us in connection with your loan; or (4) fail to abide by the terms of this Agreement. Upon the occurrence of an Event of Default, we may exercise all remedies available to us under applicable law, this Agreement, and the Note(s), including without limitation (1) demand that you immediately pay all amounts owed on your loan or (2) terminate this Agreement. Any loans you obtain prior to the effective date of termination resulting from listings you placed on the Site shall remain in full force and effect in accordance with their terms.

8. Liability of the Borrower and the Co-borrower is Joint and Several. The liability of any co-borrower is joint and several and is co-existent with that of the borrower. The liability of the co-borrower to repay the loan together with interest, and to observe the terms and conditions of this Agreement and any other agreement and documents that may have been or may be executed by you with us in respect of this loan or any other loan or loans, is joint and several and consequently we shall have sole discretion to proceed against both or either of them to recover the loan and other charges payable by you to us. Further, we can accept instructions from either the borrower or the co-borrower, and notice can be given to either the borrower or the co-borrower, and shall be binding on both.

9. Collection & Reporting of Delinquent Loans. We may report information about your account to credit bureaus. Should there be more than one borrower on any loan, we will report that loan account to the credit bureaus in the names of all borrowers. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You agree to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees, as permitted by applicable law.

10. TCPA Consent & Privacy: Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your loan and/or account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail using any email address you have provided to us or that you provide to us in

that we may contact you by e-mail, using any e-mail address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

11. Assignment of Your Loan. Following the closing of your loan you hereby agree that we may, without notice to you, (i) assign all of our right, title and interest in this Agreement to LendingClub and (ii) assign your Note(s) to LendingClub. You understand, acknowledge and agree that LendingClub may sell, assign or transfer your Note(s) and all associated documents and information related to the Note(s) without your consent or notice to you.

12. Entire Agreement. This Agreement and any Note(s) represents the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your loan request and loan. The WBK Privacy Notice attached as Exhibit B is incorporated by reference into this Agreement.

13. Electronic Transactions. THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE TERMS OF USE FOR THE SITE. YOU EXPRESSLY AGREE THAT THE NOTE IS A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

14. Notices. All notices and other communications to you hereunder may be given by email to your registered email address or posted on the Site, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have control of such email account and your area on the Site and that communications from us may contain sensitive, confidential, and collections-related communications. If your registered email address changes, you must notify LendingClub of the change by sending an email to support@lendingclub.com or calling 888-596-3157. You also agree to update your registered residence address and telephone number on the Site if they change.

15. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. LIMITATION ON LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

17. Choice of Law. We are located in the state of Utah and this Agreement and the Note(s) will be entered into in the state of Utah. The provisions of this Agreement will be governed by federal laws and the laws of the state of Utah to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

18. Miscellaneous. The parties acknowledge that there are no third party beneficiaries to this Agreement. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section 18 shall be null and void. Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability

of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.

19. Arbitration. RESOLUTION OF DISPUTES: I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.

a. Either party to this Agreement, or LendingClub, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 19 (the "Arbitration Provision"), unless you opt out as provided in section 19(b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or LendingClub (or persons claiming through or connected with us and/or LendingClub), on the other hand, relating to or arising out of this Agreement, any Note(s), the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 19(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to WebBank, c/o LendingClub Corporation, 71 Stevenson St., Suite 300, San Francisco CA, 94105, Attention: Legal Department, which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send the opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

d. If we (or LendingClub) elect arbitration, we (or LendingClub, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or LendingClub, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require

otherwise, or you request that we (or LendingClub) pay them and we agree (or LendingClub agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section 19(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section 19(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or LendingClub; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Note or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than section 19(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section 19(f) are finally adjudicated pursuant to the last sentence of section 19(f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A

JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

Exhibit A

PROMISSORY NOTE

Borrower name: _____ (not visible to investors)

Borrower address: _____ (not visible to investors)

Co-Borrower name: _____ (not visible to investors)

Co-Borrower address: _____ (not visible to investors)

\$ _____

_____, 20_

For value received, I (referred to herein as "Borrower" regardless of whether borrower is an individual or a co-borrower) promise to pay to the order of WebBank or any subsequent holder ("you" or "Lenders") of this Promissory Note (the "Note") the principal sum of _____ (\$_____) Dollars with interest as set forth below. I intend to be legally bound by this Note. I have read, understood, and agreed to all of the terms of this Note.

Interest Rate. This Note bears interest during each calendar month from the date hereof until paid in full, at a fixed rate of _____ (%) per annum.

Interest Calculation Method. Interest is calculated daily on the basis of a 360-day year with 12 months each of which is 30 days (or 30/360) long, regardless if a month has more or less than 30 days. This Note shall bear interest on any overdue installment or principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the interest rate as calculated above.

Payments. Principal and interest is to be paid during and throughout the period of _____ months in the following manner:

Payments of principal and interest in the amount of _____ (\$_____) Dollars are to be made by the Borrower to the Lender commencing _____, 20_, and on the same day of each successive month thereafter until _____, 20_, when the full amount of unpaid principal, together with unpaid accrued interest is due and payable. If the monthly anniversary is on the 29th, 30th, or 31st of the month, and the following month does not have a 29th, 30th, or 31st day, the monthly payment will be due on the last day of the month in which the payment was due.

Borrower's last payment might be of a different amount, which could be higher than the monthly installment amounts, to adjust for rounding and/or due to calculation of daily interest charges in certain instances such as a payment due date change or Borrower making a payment after the payment due date. In such cases, the amount

of the last monthly payment will be adjusted by the amount necessary to repay the loan in full.

All payments on this Note are to be made in immediately available lawful money of the United States. Borrower authorizes Lender to debit Borrower's designated account by Automated Clearing House ("ACH") transfer for the amount of each payment due on each due date, unless Borrower has elected an alternative method of payment. Borrower may elect to make payments by personal check by contacting support@lendingclub.com or by mail to Wells Fargo Lock Box Services, Dept #34268, 3440 Walnut Ave, Window H, Fremont, CA 94538. If Borrower elects to make payments by check, borrower acknowledges and agrees that there will be a \$7 check processing fee per payment, subject to applicable law. This authorization does not affect Borrower's obligations to pay when due all amounts payable under this Note, whether or not there are sufficient funds therefore in such accounts. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff Lender may have. With regard to payments made by automatic withdrawal, Borrower has the right to stop payment of automatic withdrawals or revoke Borrower's prior authorization for automatic withdrawals by notifying Borrower's financial institution at least three (3) banking days before the scheduled date of transfer. Borrower will notify Lender of the exercise of Borrower's right to stop a payment or revoke Borrower's authorization for automatic withdrawals at least three (3) banking days before the scheduled date of transfer. All payments are to be applied first to the payment of all fees, expenses and other amounts due to Lender (excluding principal and interest), then to accrued interest, and the balance on account of outstanding principal; provided, however, that after an Event of Default (as defined below), payments will be applied to Borrower's obligations as Lender determines in its sole discretion.

Fees and Charges. A non-refundable origination fee is paid by Borrower to the Lender in the amount and on the terms set forth in Borrower's agreement with Lender and is deducted from Borrower's loan proceeds. As such, the loan proceeds delivered to Borrower will be less than the full amount of Borrower's loan request. Borrower acknowledges that the origination fee will be considered part of the principal of Borrower's loan and is subject to the accrual of interest. Borrower agrees to pay a fee of \$15, to the extent permitted by applicable law, if ACH transfers or checks are returned or fail due to insufficient funds in Borrower's account or for any other reason. Borrower acknowledges that the bank that holds Borrower's designated account may charge a fee in addition to this fee. We may attempt to process your transaction up to two additional times and each attempt to collect a payment is considered a separate transaction, so an unsuccessful payment fee will be assessed for each failed attempt. If Borrower's payment is more than 15 days late, Lender may charge a late fee in an amount the greater of 5% of the outstanding payment or \$15, to the extent permitted by applicable law. These fees may be collected using ACH transfers initiated by us from Borrower's designated account. Any such late fee assessed is immediately due and payable. Any payment received after 3:00 P.M., Mountain time, on a banking day is deemed received on the next succeeding banking day.

Prepayments and Partial Payments. Borrower may make any payment early, in whole or in part, without penalty or premium at any time. Any partial prepayment is to be applied against the principal amount outstanding and does not postpone the due date of any subsequent monthly installments, unless Lender otherwise agrees in writing. If Borrower prepays this Note in part, Borrower agrees to continue to make regularly scheduled payments until all amounts due under this Note are paid. Lender may accept late payments or partial payments, even though marked "paid in full", without losing any rights under this Note. Any regularly scheduled monthly installment of principal and interest that is received by Lender before the date it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due.

Use of Funds. Borrower certifies that the proceeds of the loan will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity.

Default. Borrower will be deemed in default (each, an "Event of Default") of Borrower's obligations under this Note if Borrower: (i) fails to pay timely any amount due under this Note; (ii) files or has instituted against Borrower any bankruptcy or insolvency proceedings or makes any assignment for the benefit of creditors; (iii) commits fraud or

bankruptcy or insolvency proceedings or makes any assignment for the benefit of creditors; (iii) commits fraud or makes any material misrepresentation in this Note; or (iv) fails to abide by the terms of this Note. Upon the occurrence of an Event of Default, Lender may exercise all remedies available to it under applicable law, including demand upon Borrower to immediately pay all amounts due under this Note. Lender reserves the right to report loan payment delinquencies of 30 days or longer to one or more consumer reporting agencies in accordance with applicable law. Borrower agrees to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees, as permitted by applicable law.

Joint and Several Liability. The liability of any co-borrower is joint and several and is co-existent with that of the borrower. The liability of the co-borrower to repay the Loan together with interest, and to observe the terms and conditions of this Note and any other agreement and documents that may have been or may be executed by Borrower with Lender in respect of this Loan, is joint and several and consequently Lender shall have sole discretion to proceed against both the borrower and co-borrower or either of the borrower or co-borrower to recover all the amounts owed under this Note.

Loan Charges. If a law that applies to the Loan and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower.

Miscellaneous.

Lender may assign this Note, including without limitation, to LendingClub Corporation, without notice to Borrower. Borrower may not assign this Note without the prior written consent of Lender. This Note inures to the successors, permitted assigns, heirs and representatives of Borrower and Lender.

Borrower hereby waives demand, notice of non-payment, protest, and all other notices or demands whatsoever, and hereby consents that without notice to and without releasing the liability of any party, the obligations evidenced by this Note may from time to time, in whole or part, be renewed, extended, modified, accelerated, compromised, settled or released by Lender.

Any changes to this Note must be in writing signed by Borrower and Lender. Notices will be mailed electronically to the addresses provided.

Controlling Law. Lender is located in the State of Utah and this Note has been executed and delivered in the State of Utah and is deemed a contract made under such state's law. The provisions of this Note will be governed by federal laws and the laws of the State of Utah to the extent not preempted, without regard to any principle of conflicts of law. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.

STATE LAW NOTICES:

CALIFORNIA RESIDENTS ONLY: A married applicant may apply for a separate account. If Lender takes any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, Borrower has the right to obtain within 60 days a free copy of Borrower's consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligations.

KANSAS: NOTICE TO CONSUMER: 1. Do not sign this Note before you read it. 2. You are entitled to a copy of this Note. 3. You may prepay the unpaid balance at any time without penalty.

MARYLAND RESIDENTS ONLY: Lender elects to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with Lender's authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority Lender expressly reserves.

MASSACHUSETTS RESIDENTS ONLY: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI AND NEBRASKA RESIDENTS: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND THE LENDER AND ANY HOLDER OF THIS NOTE FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NEW JERSEY RESIDENTS: The section headings of the Note are a table of contents and not contract terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, actions or practices (i) by which Lender is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Lender unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND and VERMONT RESIDENTS: Borrower understands and agrees that Lender may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If Borrower asks, Borrower will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. Borrower also understands and agrees that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to Borrower as a result of this application or for other legitimate purposes related to such loans.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

WASHINGTON RESIDENTS ONLY: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

WISCONSIN RESIDENTS ONLY: For married Wisconsin residents, Borrower's signature confirms that this loan obligation is being incurred in the interest of Borrower's marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects Lender's interest unless, prior to the time that the loan is approved, Lender is furnished with a copy of the marital property agreement, statement or decree or have actual knowledge of the

provided with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which Borrower is applying is granted, Borrower will notify Lender if Borrower has a spouse who needs to receive notification that credit has been extended to Borrower.

SCREEN NAME OF BORROWER & CO-BORROWER (if any)
BY: LENDINGCLUB CORPORATION
ATTORNEY-IN-FACT FOR BORROWER and CO-BORROWER (if any)
(SIGNED ELECTRONICALLY)

Exhibit B

WBK PRIVACY NOTICE

F.

WHAT DOES WEBBANK DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR LENDINGCLUB ACCOUNT?

Wh

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

Wh

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

-
- Account balances and payment history
- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing.

AFFIDAVIT AS TO MILITARY SERVICE

2327 (Rev. 09/05)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

Velocity Investments, LLC

PLAINTIFF

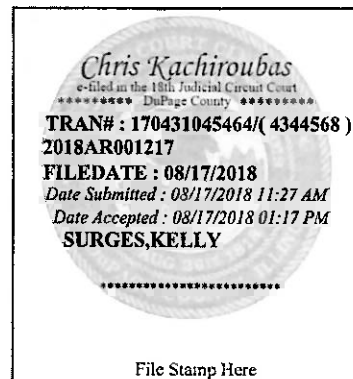
VS.

CASE NUMBER

2018AR001217

HANI ALI

DEFENDANT



George Petrilli AFFIDAVIT AS TO MILITARY SERVICE

420 N. Wabash Ave Suite 400, Chicago, IL 60611

on oath states:

(Affiant's Name and Address)

With respect to defendant HANI ALI 9011 SKYLINE DR, BURR RIDGE IL 60527

(Defendant's Name and Address)

☐ the Defendant is☒ the Defendant is not☐ I am unable to determine whether the Defendant is

in the military service of the United States of America.

This affidavit is based on these facts:

Inquiry to Dept of Defense website <https://www.dmdc.osd.mil/appj/scra/scrahome.do>

07/09/2018

Date

[Signature]

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the above signed certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the above signed certifies as aforesaid that he verily believes the same to be true.

Name: Mandarich Law Group, LLP ☐ PRO SEDuPage Attorney Number: 312708Attorney for: PlaintiffAddress: 420 N. Wabash Ave Suite 400City/State/Zip: Chicago, IL 60611Telephone: 877.285.4918

CHRIS KACHIROUBAS, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT ©
WHEATON, ILLINOIS 60189-0707

AFFIDAVIT OF DAMAGES

2348 (Rev. 03/07)

STATE OF ILLINOIS

UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

COUNTY OF DU PAGE

Velocity Investments, LLC

2018AR001217

vs

CASE NUMBER

HANI ALI

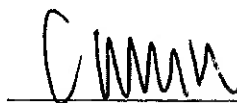
Chris Kachiroubas
e-Filed in the 18th Judicial Circuit Court
***** DuPage County *****
TRAN#: 170431045464/(4344568)
2018AR001217
FILEDATE : 08/17/2018
Date Submitted : 08/17/2018 11:27 AM
Date Accepted : 08/17/2018 01:17 PM
SURGES,KELLY

File Stamp Here

AFFIDAVIT OF DAMAGES

SUPREME COURT RULE 222

The undersigned being first duly sworn upon oath, deposes and states that he / she is a party to the above entitled cause of action seeking money damages or collection of taxes and states that this cause of action

☒ does not exceed \$50,000.00☐ does exceed \$50,000.00


Sworn and Subscribed before me

Date

Notary Public / Circuit Court Clerk

CHRIS KACHIROUBAS, CLERK OF THE 18th JUDICIAL CIRCUIT COURT ©
WHEATON, ILLINOIS 60189-0707